

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION**

<b>IN RE: SETTOON CONSTRUCTION, INC., AS OWNER OF THE M/V AMBRE LYNN SETTOON AND THE BARGE MIDNIGHT GATOR PRAY FOR EXONERATION FROM AND/OR LIMITATION OF LIABILITY</b>	<b>CIVIL ACTION  NUMBER  SECTION</b>
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**LETTER OF UNDERTAKING**

TO THE HONORABLE JUDGES OF THIS COURT:

Re: IN RE: SETTOON CONSTRUCTION, INC., AS OWNER OF THE M/V AMBRE LYNN SETTOON AND BARGE MIDNIGHT GATOR, PRAY FOR EXONERATION FROM AND/OR LIMITATION OF LIABILITY

As security in the above-captioned matter now pending in the United States District Court for the Western District of Louisiana, Certain Underwriters at Lloyd's subscribing to policies TRC-414294/TMU-414286 and TRC-414283/TMU-414284, through the undersigned lead underwriter for the Maritime Employers Liability and Umbrella Policy, in addition to Certain Underwriters at Lloyd's subscribing to Westfield Specialty policy number RL2300527, all as the respective Underwriters for Settoon Construction, Inc. and the M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR (collectively, "Underwriters"), hereby agree as follows:

1. The policies of insurance provided by the Underwriters for Settoon Construction, Inc., the M/V AMBRE LYNN SETTOON, and the Barge MIDNIGHT GATOR are subscription-based policies, with each subscriber's responsibility for payment of any loss or claim separately proportioned. Each Underwriter shall only be bound to the percentage of risk insured by the policy for which it has subscribed. For the Maritime Employers Liability policy, Underwriters at Lloyd's through Trident Marine Mangers Policy TRC-414294/TMU-414286 have subscribed to a 92% share of the risk, with Apollo Underwriting Syndicate 1969 serving as lead Underwriter. Certain

Underwriters at Lloyd's - Westfield Specialty Lineslip B0507RL2300527 have subscribed to an 8 % share of the total risk on the Maritime Employers Liability policy. For the Excess Liability Policy, number TRC-414283/TMU-414284, Apollo Underwriting Syndicate 1969 serves as the lead underwriter, subscribing to 34% share of the excess risk, with United Fire & Casualty Company Policy #: OMS-23001238-01 and Ascot Insurance Company Policy #: MAXS2310003652-01 each subscribing to a separate 33% share of the excess risk.

2. In the event of a final decree (after all appeals, if any) is entered in favor of the claimant(s) against Complainants, Settoon Construction, Inc. the M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR, for any losses or damages caused in connection with a certain incident allegedly occurring on or about December 1, 2023, then the undersigned Underwriters agree to pay and satisfy said final decree up to ONE MILLION SEVEN HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED FOUR DOLLARS and 92/100 (\$1,767,204.92) together with all costs and interest at the rate of six percent (6%) per annum only up to their respective liability policy limits from the date of this security as required by Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims, or any lesser amount decreed by the Court or agreed between the parties without a final decree being rendered, less any applicable deductible and subject to all terms of the respective policies issued by Underwriters.

3. Nothing contained in Paragraph 1, however, is intended to prohibit Settoon Construction, Inc., the M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR from filing a bond in form and sufficiency of surety satisfactory to this Court in any amount up to ONE MILLION SEVEN HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED FOUR DOLLARS and 92/100 (\$1,767,204.92) only together with all costs and interest at the rate of six

percent (6%) per annum from the date of this security as required by Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. In the event that the bond referred to in Paragraph 2 is filed, the undersigned Underwriters shall have no further obligation under Paragraph 1 above.

5. This agreement and undertaking shall be governed by the applicable laws and the rules of this Honorable Court. Further, Underwriters hereby consent to be sued on this agreement and undertaking in this Court, and submit themselves to the jurisdiction of this Court on this Letter of Undertaking only and for no other purpose and only to the extent of the limits, terms, and subscribed portions of their respective policies. Service of process in any action on this agreement and undertaking may be made on the Underwriters by service upon Anthony J. Staines, 3500 N. Causeway Blvd., Ste. 820, Metairie, LA 70002, its attorney-in-fact. This appointment as agent for service of process is strictly limited to this agreement and undertaking, and in no way is to be considered a general appointment in any other respect.

6. Final judgment, after all appeals, that may be entered against the Underwriters of Complainants shall be conclusive and may be enforced in any jurisdiction in which the Underwriters or their assets may be found only for an amount not to exceed ONE MILLION SEVEN HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED FOUR DOLLARS and 92/100 (\$1,767,204.92) but only to the extent of the limits, terms, and subscribed portions (Certain Underwriters, led by Apollo Underwriting Syndicate 1969, subscribing to 92% of the MEL policy, Westfield Specialty subscribing to 8% of the MEL policy, Certain Underwriters, led by Apollo Underwriting, subscribing to 34% of the Excess policy, United Fire & Casualty Company subscribing to 33% of the Excess policy, and Ascot Insurance Company subscribing to 33% of the Excess policy) of each respective policy. In any suit on any such final judgment, after all appeals,

a certified copy of such judgment shall be conclusive evidence of the fact of the amount due under such judgment.

7. This Letter of Undertaking is given without prejudice to all rights and defenses which Settoon Construction, Inc., AS OWNER AND OPERATOR OF THE M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR may have in this Limitation of Liability Action, none of which are to be regarded as defenses which Settoon Construction, Inc., AS OWNER AND OPERATOR OF THE M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR are regarded to have waived.

8. This Letter of Undertaking is limited to the matters which are set forth in the *Complaint for Exoneration From or Limitation of Liability* filed by Settoon Construction, Inc., AS OWNER AND OPERATOR OF THE M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR in the United States District Court for the Western District of Louisiana and is only to run in favor of those claimants who timely file their claims in accordance with the proceedings set forth by this Honorable Court.

9. It is also understood and agreed that the authority of the signatory below to act on behalf of Complainants, Settoon Construction, Inc., AS OWNER AND OPERATOR OF THE M/V AMBRE LYNN SETTOON and the Barge MIDNIGHT GATOR, is limited to the agreements which have been set forth herein and that the execution of this Ad Interim Stipulation for Value with Letter of Undertaking by Staines, Eppling & Kenney, LLC, on behalf the Underwriters shall not be construed as binding upon Staines, Eppling & Kenney or the individual signing the Ad Interim Stipulation with Letter of Undertaking, but is binding only upon the Underwriters, but only to the extent of the limits of each underwriter's respective policies.

This Letter of Underwriting is written entirely without prejudice to any rights or defenses that the vessels or their owners/operators may have, none of which are to be regarded as waived.

Sincerely,

**Certain Underwriters at Lloyd's subscribing to MEL policy TRC-414294/TMU-414286**

By:



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Stephanie Belcourt – Apollo Syndicate Management Limited on behalf of Apollo Syndicate 1969  
Lead Underwriter on behalf of Certain Underwriters at Lloyd's  
subscribing to policy TRC-414294/TMU-414286

3 June 2024

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Date

**Certain Underwriters at Lloyd's subscribing to EXCESS policy TRC-414283/TMU-414284**

By:



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Stephanie Belcourt – Apollo Syndicate Management Limited on behalf of Apollo Syndicate 1969  
Lead Underwriter on behalf of Certain Underwriters  
subscribing to policy TRC-414283/TMU-414284

3 June 2024

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Date

**Certain Underwriters at Lloyd's - Westfield Specialty Lineslip B0507RL2300527**

By:



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Greg Davis  
Senior Marine Claims Adjuster – Westfield Specialty

3rd June 2024

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Date